

**AGREEMENT**

between

**BOROUGH OF MADISON**

and the

**TEAMSTERS LOCAL UNION NO. 469**

FOR THE TERM COMMENCING JANUARY 1, 2006  
AND ENDING DECEMBER 31, 2009

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## A R T I C L E   I

### RECOGNITION

The Borough of Madison, New Jersey recognizes Local Union 469 I.B.T. as the sole and exclusive bargaining agency for all employees covered by the Agreement in all matters pertaining to rates of pay, wages, hours of work, benefits and other terms and conditions of employment.

## A R T I C L E   I I

### SCOPE OF BARGAINING UNIT

This Agreement covers all employees employed by the Borough of Madison, Madison, New Jersey in: WATER, SANITATION, ROADS AND PARKS AND MECHANICAL SERVICE CLASSIFIED AS TRUCK DRIVERS, LABORERS, EQUIPMENT OPERATORS, LEAD MEN, FOREMEN, GENERAL FOREMAN, METER READERS, CUSTOMER SERVICEMAN, SECOND CLASS TRUCK DRIVER, MECHANICS AND WATER UTILITY MEN, STATION OPERATOR AND BUILDING CUSTODIAN AND HEAD CUSTODIAN, BUT EXCLUDING OFFICE CLERICAL, CRAFT AND PROFESSIONAL EMPLOYEES, MANAGERIAL EXECUTIVES, POLICEMEN, FIREMEN AND SUPERVISORS WITHIN THE MEANING OF THE ACT.

Supervisors and other excluded personnel shall not be permitted to perform any work normally performed by employees covered by this Agreement except under emergency conditions.

The Borough shall not employ any contractor(s) while any employee is on layoff, nor shall any employee be laid off if any contractor(s) is performing work associated with to the bargaining unit.

## A R T I C L E   I I I

### RATES OF PAY

1. Each employee will be classified in accordance with skills used and shall be paid not less than the rate for such classification in accordance with the table of job classification and Rate of Pay in the Schedule which is attached hereto and made part of this Agreement. Foremen shall not perform work of any other classification except as follows:
  - (a) Under emergency conditions, or
  - (b) According to present practice in the Mechanical Service Department, or
  - (c) In the absence from work of regular employees.

The Borough shall make a one-time salary adjustment of \$1200.00 into each employee's base salary, effective January 1, 2006. Following this adjustment, the base salaries shall be increased as follows:

2006 - 3.9%;  
2007 - 4.0%;  
2008 - 4.0%;  
2009 - 4.0%.

2. Any position not covered by the attached Schedules or any positions which may be established during the life of this Agreement shall be subject to negotiations between the Borough and the Union. The employer maintains the right to create a new classification and rate of pay for that position. In the event of dispute between the Union and the employer regarding such classification and rate of pay, such dispute shall be submitted to grievance procedure for settlement, and if the parties cannot agree, to arbitration.
3. a) The work week shall commence at 12:01 a.m. Monday and end 12:00 midnight the following Sunday.
- b) Beginning January 1, 2004 paydays will be on the 1<sup>st</sup> and 15<sup>th</sup> of each month for a total of twenty-four pays per year. The first pay of the year will be paid on the first working day of the year. In all other cases, when the payday falls on a Saturday, Sunday or Holiday the Borough agrees to make pay checks available on the business day prior to that date.
4. The Progression Schedules attached to and a part of this agreement, marked Public Works Wages, are to be followed for all employees covered by this article (Article III) for the life of this Agreement.
5. \$2,500 shall be paid annually to the licensed water operator responsible for Madison's water system.
6. \$2,500 shall be paid annually to the licensed sewer operator responsible for Madison's sewer system.
7. This contract shall be retroactive from the date of ratification to January 1, 2006 insofar as the salaries and wages set forth in this Agreement. For other changes or revisions the effective date shall be as specifically provided.
8. The utility man's base salary shall be increased to \$64,951.00, effective January 1, 2006 and the salary range will be adjusted accordingly.

#### A R T I C L E I V

##### HOURS OF WORK

All employees covered by this agreement shall be scheduled for eight (8) hours each day, Monday through Friday. Unless otherwise specified herein, the day shall start at 7:00 a.m. and end at 3:30 p.m. The Borough shall allow, without pay, a one-half (1/2) hour lunch period each day between 11:30 a.m. and 1:00 p.m.

SWEEPER: 5:00 a.m. to 1:00 p.m. (no lunch period) Monday through Friday.

BUILDING CUSTODIAN - 3:30 p.m. to 12:00 midnight (with one half hour lunch period without pay) Monday through Friday.

It is understood that these working hours are subject to change if operating conditions make this necessary.

STATION OPERATOR: Station Operators will work a daily schedule of 7:00 a.m. to 3:30 p.m., Monday through Friday, with a one-half (1/2) hour staggered lunch period (without pay):

One man - 12:00 p.m. to 12:30 p.m.

One man - 12:30 p.m. to 1:00 p.m.

SATURDAY: One man from 8:00 a.m. to 10:00 a.m., at one and one-half (1-1/2) times the regular rate.

SUNDAY: One man from 8:00 a.m. to 10:00 a.m. at two (2) times the regular rate. Minimum Sunday callout provisions of ARTICLE VI do not apply.

HOLIDAYS: One man each Holiday from 8:00 a.m. to 10:00 a.m. The Station Operator who works on a Holiday shall receive, in addition to Holiday pay, one and one half (1-1/2) times his/her straight time hourly rate for a minimum of four hours except for Christmas and New Year's Day when all hours worked shall be at double time. All hours worked in excess of four hours shall be paid at one and one half (1-1/2) times the rate for actual hours worked except on Christmas and New Year's Day when pay shall be at double time.

VOLUNTARY SECOND SHIFT: Employees may volunteer to work a shift which starts and ends two hours after the normal shift whenever the Borough needs this second shift at no additional compensation.

The following additional conditions shall apply to all employees covered by this Article:

1. The Borough shall allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) or more hours and an additional paid one-half (1/2) hour lunch period for each subsequent four (4) hours of work.
2. The Borough shall allow employees sufficient time to return to the Garage or to the Water and Light Plant to eat their lunches. The foreman is responsible for the punctual arrival of employees. In no case shall employees arrive at the garage or Water and Light Plant earlier than five minutes before lunchtime.
3. The Borough shall also allow a paid coffee break once during each four (4) hour period.
4. Employees on active payroll who report to work shall be guaranteed a minimum of eight (8) hours work or straight time pay in lieu thereof.
5. The Borough shall grant employees, for each overtime lunch period, a meal allowance of ten dollars (\$10.00). An allowance of ten dollars (\$10.00) for breakfast will be allowed to an

individual called out one hour or more before the normal morning starting time. The Borough shall grant employees for each one-hour dinner period a meal allowance of fifteen dollars (\$15.00).

6. Employees performing emergency work for more than four (4) consecutive hours outside their normal workday may take a rest period of one (1) hour after the fourth consecutive hour of such work.
7. The Borough shall not require any employee to take time off to compensate for time worked in excess of eight (8) hours in a workday or forty hours in the work week.
8. If, because of severe weather conditions, the Governor or Mayor orders closing of the Municipal offices, those essential employees who come to work shall be given a compensating day off at a time mutually convenient to the employee and his/her department head.

## A R T I C L E     V

### OVERTIME-PREMIUM PAY

1. One and one-half (1-1/2) times the straight time rate of pay shall be paid for all work:
  - a) Performed in excess of eight (8) hours in any twenty-four (24) hour period.
  - b) Performed prior to starting time (as defined in SECTION B).
  - c) Performed after quitting time (as defined in SECTION B).
  - d) Performed on Saturday.
2. In addition to Holiday pay, an employee who works on the Holiday (except Christmas and New Year's Day, when all hours worked shall be paid at double time) will be paid one and one-half (1-1/2) times his/her straight time hourly rate for a minimum of four (4) hours. All hours worked in excess of four (4) hours shall be paid for at one and one half (1-1/2) times rate for actual hours worked.
3. Employees called in to work on Sunday shall be given a minimum pay of four (4) hours at double their regularly hourly rate of pay. For all hours worked on Sunday beyond the four (4) hours minimum the employee shall receive double his/her regular straight time rate for all hours worked.
4. Two (2) times the straight time hourly rate of pay shall be paid for all hours worked after the normal quitting time as defined in ARTICLE V on Christmas and New Year's eves.
5. Employees called in to work on Saturday, or following the regular scheduled day's work Monday through Friday, shall be guaranteed a minimum pay of two (2) hours at one and one-half (1-1/2) times

the straight time hourly rate of pay. The minimum call-in guarantee of two (2) hours does not apply when early start hours are scheduled.

6. When a water survey project requires evening hours for four (4) or more days, the employees involved shall be paid a time and one half rate for this evening work as a differential for changing their hours to the evening shift.
7. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work.
8. An employee in Public Works, Sewer and Water Utility who is on standby for a one week period shall be paid an amount equal to eighteen (18) hours pay at the employee's straight time rate.
9. Employees on Standby need not remain at home, however, they shall leave a telephone number whereby on callout they can readily be reached so that they can arrive at the destination within one-half (1/2) hour. This Standby provision applies to all departments.
10. There shall be one Water Utility Employee on Standby each week. The employee on Standby will be called out on all Water calls listed below:
  - A. When an electrical interruption of any type occurs which adversely affects water operations.
  - B. When alarms at Kings Road or James Park Substations go off affecting water operations.
  - C. When alarms for High Water and Low Water go off.
  - D. Bad water main leaks, hydrants and water meter leaks.
11. There shall likewise be two (2) employees only from Public Works and Sewer Workers selected to serve on Standby each week.
12. The period of Standby shall be from the end of the regular workday as defined by ARTICLE V on Friday through seven (7) days ending at the end of the regular workday on Friday.
13. There shall be no pyramiding of overtime and/or premium pay provisions.

## A R T I C L E     V I

### UNIFORMS AND SAFETY EQUIPMENT

1. The Borough shall establish, promote and enforce a Safety Program to safeguard the health, life and limb of its employees and to properly maintain its equipment in such a manner which will ensure safety operation.

Employees will not be assigned to operate unsafe equipment. Refusal to operate unsafe equipment shall not be cause for discipline. Employees are to report to their immediate supervisor any defects or unsafe



conditions discovered on any equipment. The supervisor shall thereupon call the Shop Mechanic Foreman to inspect the equipment in question and in case of defect order the equipment into the shop for correction.

The Borough shall provide each employee on a fair, wear and tear basis safety glasses, safety hats, gloves, galoshes, raingear and other protective clothing or equipment necessary in the performance of his/her duties.

The Borough shall further provide uniforms for each employee:

5 Cotton Pants	6 T-Shirts
3 Cotton long-sleeve shirts	1 Jacket
1 Hat	

Employees are solely responsible for the purchase and maintenance of his/her boots. Employees are solely responsible for the maintenance of his/her uniforms. The Borough will supply each member of the Water, Sewer and Mechanics Department with a pair of coveralls and will replace them as needed.

Safety flashing lights shall be conspicuously mounted on all motorized equipment.

The Borough shall make available clean and adequate wash, toilet and locker facilities.

## A R T I C L E     V I I

### HOLIDAYS

Each of the following Holidays are recognized by the Borough and shall be paid for as eight (8) hours at the straight time hourly rate without performing work:

- |                       |                            |
|-----------------------|----------------------------|
| 1. New Year's Day     | 7. Labor Day               |
| 2. Lincoln's Birthday | 8. Columbus Day            |
| 3. Presidents' Day    | 9. Veterans' Day           |
| 4. Good Friday        | 10. Thanksgiving Day       |
| 5. Memorial Day       | 11. Day after Thanksgiving |
| 6. Independence Day   | 12. Christmas Day          |

A paid Holiday shall be considered as a day worked for the purpose of computing overtime.

Should any of the listed Holidays fall on Saturday, the preceding Friday shall be considered the Holiday and paid accordingly. Should any of the listed Holidays fall on Sunday, the following Monday shall be considered the Holiday and paid accordingly.

## ARTICLE VIII

### VACATIONS

Vacation entitlement shall be based on the employee's date of hire according to the following schedule:

Period of Employment	Vacation
0-1 year of service	.83 days for each full month worked up to a maximum of ten 10 workdays in the first calendar year
Each year thereafter:	
1 year service	2 weeks
6 years service	3 weeks
13 years service	4 weeks
20 years service	21 days
21 years service	22 days
22 years service	23 days
23 years service	24 days
24 years service	5 weeks

1. In the matter of five (5) weeks vacation allowance, it is agreed that in an emergency an employee entitled to five (5) weeks vacation may be requested, at the option of the Borough, to work one week of his/her vacation period if the need for his/her service demands it and he/she must accede to such a request unless he/she has a compelling personal reason for not doing so. (Examples of possible compelling personal reasons are an extended pre-planned vacation trip, serious illness in his/her family, or a legal matter or a matter of personal business requiring his/her presence.) In such cases the employee shall receive vacation pay as well as his/her regular pay for the week in which he/she works and shall be granted four (4) consecutive weeks vacation whenever possible.
2. In the matter of four (4) weeks vacation allowance, it is agreed that in an emergency an employee entitled to four (4) weeks vacation may be requested, at the option of the Borough, to work one week of his/her vacation period if the need for his/her service demands it and he/she must accede to such a request unless he/she has a compelling personal reason for not doing so. (Examples of possible compelling personal reasons are an extended pre-planned vacation trip, serious illness in his/her family, or a legal matter or a matter of personal business requiring his/her presence.) In such cases the employee shall receive vacation pay as well as his/her regular pay for the week in which he/she works and shall be granted three (3) consecutive weeks vacation whenever possible.
3. In the matter of three (3) weeks vacation allowance, it is agreed that in an emergency an employee entitled to three (3) weeks vacation may be requested, at the option of the Borough, to work one week of his/her vacation period if the need for his/her service demands it and he/she must accede to such a request unless he/she has a compelling personal reason for not doing so. (Examples of possible compelling personal reasons are an extended pre-planned vacation trip, serious illness in his/her family, or a legal matter or a matter of personal business requiring his/her presence.) In such cases the employee shall receive

vacation pay as well as his/her regular pay for the week in which he/she works and shall be granted two (2) consecutive weeks vacation whenever possible.

4. In such cases where the Borough makes a request for an employee to work one week of his/her vacation, the Borough will be neither unreasonable nor arbitrary.
5. Vacation may be taken at any time during the year subject to the approval of the Department Head. Vacations shall be selected and scheduled by April 15th of each year. Employees shall be given preference in the selection of vacation periods within each department on the basis of bargaining unit seniority.
6. In the event of a Holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation.
7. The vacation entitlement of each employee will be determined according to the anniversary date of hire. If an employee severs employment with the Borough prior to taking vacation, he/she or she will be granted pay for vacation days earned. Vacation days earned during the last year of service will be determined by dividing the total vacation days allowable by twelve (12), multiplied by actual months served during that anniversary year.
8. If an employee severs employment with the Borough after taking vacation in advance, said employee shall reimburse the Borough for days taken in excess of those allowed. Allowable days will be determined by the provision set forth in Section 7 above. An employee does not accrue vacation time when on a leave of absence. During a calendar year in which an employee has been granted a leave of absence, the employee shall earn vacation time on a monthly basis based on the number of years of service.
9. Vacation benefits will be paid on the basis of a forty (40) hour week. Vacation pay will be paid, upon request, on the payday prior to the start of the vacation period.
10. A discharged employee will not be entitled to vacation benefits.
11. There shall be posted in each department an open schedule on which employees shall indicate their vacation preferences, thus making it possible for individual employees to discuss with each other their individual preferences and make any mutually agreeable exchanges of vacation times. Employees shall have the right to move their vacation preferences to a period in which a vacancy exists provided reasonable prior notice is given. There shall be no seniority "bumping" privileges once the scheduling of vacations has been completed.
12. The Borough will indicate on the schedule the number of men in each classification it can spare at any one time during the vacation season. The number of men allowed to take a vacation in any particular week in each classification within a department is subject to review and discussion between the Shop Steward and the Department Head.

13. If while on vacation an employee is hospitalized, at the employee's option, the vacation may be canceled in place of sick benefits. The remaining vacation period will be rescheduled upon return to work by agreement with the Department Head.

## A R T I C L E    I X

### PERSONAL DAYS

1. Each employee shall be allowed three (3) days of personal leave per calendar year with full pay.
2. A personal day is defined as leave for purposes of attending to an urgent personal responsibility which cannot be scheduled outside of working hours. Personal days cannot be used in connection with a Holiday and must be taken one at a time.
3. Whenever possible, an employee shall submit notice forty-eight (48) hours in advance to his/her supervisor of his/her intention to use a personal day.

## A R T I C L E    X

### SICK LEAVE

1. New employees with less than two (2) full years of service shall accumulate 1.083 sick leave days for each full month worked. New employees shall be entitled to thirteen (13) sick leave days at the beginning of their third calendar year.
2. Each employee shall be entitled to thirteen (13) sick leave days at the beginning of each calendar year.
3. Unused sick leave days shall be cumulative from year to year with the maximum accumulation of 325 days.
4. An employee on sick leave more than four (4) consecutive days shall submit acceptable medical evidence substantiating the illness.
5. For a maximum of one (1) year following injuries sustained in the service of the Borough, an employee unable to work because of such injuries will be reimbursed for the difference between any Worker's Compensation payments he/she may receive and the amount he/she would have earned in straight time wages working a regular forty (40) hour week. Sick days shall not be used for this purpose.
6. Employees requiring sick leave in excess of that provided for above will be granted sick leave without pay up to six (6) months with consideration by Council through the Borough Administrator of extension beyond six months.
7. Employees on sick leave will continue to accrue seniority.
8. Existing employees reaching retirement age will be entitled to receive one (1) day pay for every two (2) sick days, up to a total of one

hundred (100) days' pay. Employees hired after ratification of this Agreement shall receive one (1) day pay for every three (3) sick days up to a maximum of one hundred (100) days' pay.

#### A R T I C L E   X I

##### FUNERAL LEAVE

In the event of a death of a spouse, parent or child a five-day leave of absence with pay will be granted to the employee. In the event of the death of a father-in-law, mother-in-law, sister or brother or a relative who resides with the employee, a three-day leave of absence with pay will be granted to the employee. For all other relatives a one-day leave with pay will be granted.

#### A R T I C L E   X I I

##### JURY DUTY

An employee called for jury duty will be excused from work for the period actually in attendance at Court and he/she will be paid his/her regular daily earnings for such times as he/she is required to be in attendance in Court.

#### A R T I C L E   X I I I

##### MILITARY LEAVE

1. Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.
2. An employee called to serve ANACDUTRA (Annual Active Duty Training) will be excused from work for this period and will be paid his/her regular daily earnings for such time he/she is required to be in ANACDUTRA attendance.

## A R T I C L E    X I V

### HEALTH CARE INSURANCE PROGRAM

1. All employees will be eligible to participate in the State Health Benefits Program or a program with benefits equal to this program, except as modified under Sections 3 & 4 of this article. The Borough will bear the cost of full coverage for each employee, together with his/her applicable dependents, in the bargaining unit.
2. A pre-paid Dental Plan covering employees and their eligible dependents shall continue to be purchased with a maximum employer contribution of \$300 per each employee that elects coverage.
3. The deductibles and co-pays for health insurance and prescription coverage are as follows:

<b>Point of Service (POS)</b>
Office Visit - \$10
<b>Out of Network Deductible</b>
Single - \$250
Family - \$500
<b>Rx Co-Pays</b>
Generic - \$5
Preferred - \$10
Non-preferred - \$25
Mail Order (1x)
<b>Proposed - Traditional</b>
Primary Care MD - \$20
Specialty Care MD - \$20
Hospital Co-pay - \$100
Emergency Co-pay \$50
Out-patient surgery - \$100
<b>Out-of-Network Deductible</b>
Single - \$400
Family - \$800
<b>Rx Co-pays with \$100 single deductible and \$200 family</b>
Generic - \$5
Preferred - \$10
Non-preferred - \$25
Mail Order (1x)

4. There shall be a maximum lifetime benefit of \$1,000,000 for Health Insurance.
5. An employee who agrees to turn down Health Insurance coverage shall receive \$2,000 from the Borough at the end of each full year the Borough does not pay for this employee's health insurance.

## A R T I C L E    X V

### LEAVE OF ABSENCE

1. A recognized official of the Union will be granted a leave of absence without pay for the purpose of attending to Union business outside the premises of the Borough.

2. In case of necessity, an employee may request permission from the Council, through the Borough Administrator, for leave of absence without loss of pay. Approval by the Administrator must be in writing fixing the duration of absence.

## A R T I C L E     X V I

### PENSION PROGRAM

The Pension Program will be in accordance with the State of New Jersey Public Employees Retirement System Program.

## A R T I C L E     X V I I

### SENIORITY

1. The first ninety (90) calendar days of employment shall constitute a trial period. The Borough shall have the right to discharge a newly hired employee during the trial period without assigning any reason for the discharge and such employee shall not have any recourse whatsoever under the Grievance Procedure.
2. Seniority for the purpose of this Agreement is defined as follows:
  - (a) Bargaining unit Seniority is the employee's total employment service within the bargaining unit and is determined by the date the employee enters the bargaining unit.
  - (b) Classification Seniority is the employee's employment service within a particular classification. Classification Seniority is determined by the date the employee enters the classification.
  - (c) Departmental Seniority is the employee's employment service within a particular department. Departmental Seniority is determined by the date the employee enters the department.

Employees shall have preference to employment, recall from layoff, transfer, promotions, bidding and vacation selection in accordance with their applicable Seniority position.

Seniority shall prevail in all matters where a preference of selection involves two or more employees.

## A R T I C L E     X V I I I

### PROMOTIONS, DEMOTIONS AND TRANSFERS

1. It is the intention of the Borough to fill job vacancies with qualified personnel from within the bargaining unit before hiring new employees.
2. Promotion is hereby defined as a move from a lower pay grade to a higher pay grade.

3. Notice of all job vacancies shall be posted on the bulletin board. This notice will remain on the bulletin board for forty-eight (48) hours and will include job title, labor grade and a brief description of the job duties including qualifications and necessary skills. Only those employees who make application during the posting period will be considered for the job.
4. Promotions shall first be offered to the most senior qualified employee within the department where the vacancy occurs, if he/she has bid for the job. If no such employee bids then the job shall be offered to the most senior qualified employee who bids from within the bargaining unit. If no such employee exists, then the Borough may hire outside for the job.
5. An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a limited trial period up to forty-five (45) days. In the event the employee does not perform satisfactorily at any time during the trial period, such employee shall be given his/her former position without any loss of seniority or pay.
6. Any employee at the top of a salary range who is promoted to a higher range shall be granted a step increase in that range after six (6) months of satisfactory work.
7. An employee hired as a Second Class Truck Driver, Mechanic, Utility Man or Equipment Operator shall be eligible for advancement to the first class range after two years of satisfactory performance. Upon completion of his/her second year of satisfactory service the employee is eligible to test for the first class position in his/her job title. If he/she passes the standard test established, he/she is promoted. If he/she fails, he/she is eligible on his/her next anniversary to retake the test. The senior man in the job title to be tested shall have input in this process.
8. The establishment of a Lead Man position on the salary schedule will not affect existing foremen positions in Parks, Roads and Mechanical services. The Borough will do everything it can to fill openings in foremen titles as it has in the past.
9. The Borough will notify the Union, in writing, of any promotions, demotions, transfers.

## A R T I C L E     X I X

### LAYOFFS AND RECALL

1. The Borough may lay off employees only due to a permanent lack of work.
2. In such event employees may be laid off in the order of least bargaining unit seniority within their respective department and classification.
3. Notice of such layoffs shall be given one (1) month before the scheduled layoff.



4. Any employee laid off shall be placed on the recall list for a period of one year.
5. The Borough, upon rehiring, shall do so in the inverse order of seniority. The Borough shall rehire the last employee laid off. Notice shall be made by registered mail to the last known address of such employee. Failure to report for work within five (5) days following the posting will disqualify the employee for recall.
6. The Borough shall not hire from the open market while employees on the recall list are capable to perform the duties of the vacant position and are ready, willing and able to be re-employed.
7. The Borough will notify the Union, in writing, of a layoff or termination of employment.

#### A R T I C L E   X X

##### DISCHARGE AND DISCIPLINE

1. The Borough shall not discharge, discipline or suspend any employee without just cause.
2. Before an employee is disciplined or suspended, the appropriate Union Steward shall be notified and may be present when the action is taken. In the case of a suspension, the Union shall be notified at its office at the earliest possible time after the action has been taken.
3. The Union shall be notified not less than twenty-four (24) hours prior to the discharge of any employee; a Union representative may meet with the Borough representative to review and discuss the matter within said twenty-four (24) hour period.
4. When warnings are given in writing, a copy of such warning shall be given to the employee, the Union at its office, and the Shop Stewards.

#### A R T I C L E   X X I

##### NOTIFICATION TO THE UNION

1. The Borough will notify the Union, in writing, of any promotions, demotions, transfers.
2. The Borough will notify the Union, in writing, of a layoff or termination of employment.
3. The Borough will provide the Union with an updated list of covered employees which shall be a copy of the salary and wage ordinance.
4. All written notification shall be made to:

Secretary-Treasurer  
Teamsters Local Union 469  
3400 Highway 35  
Executive Plaza, Suite 7  
Hazlet, New Jersey 0730

with copies to Shop Stewards.

## A R T I C L E   X X I I

### PICKET LINES

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any picket line.

## A R T I C L E   X X I I I

### GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance within the meaning of this Agreement shall be any dispute between the parties involving interpretation or application of any provisions of this Agreement.
2. An aggrieved employee shall present his/her grievance within five (5) working days of its occurrence or such grievance shall be deemed waived.
3. In the event of such grievance, the steps hereafter set forth shall be followed:

STEP 1. The employee and the Steward, or the employee individually, but in the presence of a Steward, shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within two (2) working days, the employee or the Steward shall forward the grievance to the next step in the procedure within two(2) working days.

STEP 2. The Steward will discuss the grievance with the head of the department involved. In the event the grievance is not satisfactorily adjusted within two (2) working days, the grievance will be heard at the next step.

STEP 3. The Union representative and the Borough's Labor Relations representative, or any such designated person, shall meet to discuss the grievance within three (3) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to arbitration by either party upon notice to the other party.

STEP 4. If, in any of the foregoing steps, either party fails to carry out the procedures involved in these steps, the other party may take the dispute to arbitration.

STEP 5. ARBITRATION: Either party may apply directly to the New Jersey State Board of Mediation for the appointment of an arbitrator. The expense of arbitration shall be borne equally by the parties.

The award of the Arbitrator shall be final and binding on the Employer, the Union and the Employee or Employees involved, and the parties agree to promptly comply therewith. The impartial Arbitrator shall only have the authority and power to interpret and apply the provisions of this Agreement to the grievance presented and his/her decision shall apply only to the issue arising out of the facts of such grievance. The Arbitrator may not alter or add to the provisions of this Agreement by his/her decision.

#### A R T I C L E    X X I V

##### NO STRIKE - NO LOCKOUT

During the life of this Agreement, the Union agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, picketing, work stoppage or any other type of organized interference, coercive or otherwise with the Borough's business, and further that the Union will take every reasonable step to prevent its members from participating in any such activity, including but not limited to ordering all members who participate in such unauthorized activity to cease and desist from same immediately and to return to work. In cases of unauthorized activity described herein, the Employer may impose disciplinary measures or discharge the employees directly or indirectly involved. In consideration of the foregoing, the Employer agrees not to lock out or cause to be locked out any employee covered under the provisions of this Agreement.

If the above procedure is followed, the Union, its officers and agents shall not be held liable for any such unauthorized acts.

#### A R T I C L E    X X V

##### MANAGEMENT FUNCTIONS AND RESPONSIBILITIES

Except as modified by this Agreement, the Borough of Madison shall retain all of the rights and functions of management, including the right to manage and operate its facilities; to sub-contract; direct the working forces; hire, transfer, suspend, discipline or discharge employees for cause; or lay off employees for lack of work; the right to introduce new and improved methods of operation, install new facilities and change existing methods or facilities.

## A R T I C L E   X X V I

### DUES COLLECTION

1. The Borough agrees that it will, on the first payroll in each month, deduct the Union dues or service fees from the pay of each employee who has authorized such deduction, and transmit the same with a list of such employees to the Secretary-Treasurer of Local 469, I.B.T. within ten (10) days after dues are deducted.
2. Effective on execution of this Agreement, any permanent employee in the bargaining unit who does not join the Union within ninety (90) days thereafter shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in the amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Borough by the Union.

The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Borough.

3. The Union agrees to furnish written authorization, in accordance with the law, from each employee authorizing dues deductions.
4. The Union will furnish the Borough a written statement of the dues to be deducted.
5. The Union agrees to indemnify and hold the Borough harmless from and against any and all claims arising under this provision.

## A R T I C L E   X X V I I

### SHOP STEWARD

1. The Borough recognizes the right of the Union to designate a Shop Steward and an Alternate.
2. The authority of the Shop Steward or Alternate so designated by the Union, shall be limited to and shall not exceed the following duties and activities:
  - (a) The investigation and presentation of grievances.
  - (b) The collection of dues and initiation fees when authorized by appropriate Local Union action.
  - (c) The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers.

3. The Shop Steward or Alternate has no authority to take strike action or any other action interrupting the Borough's business.
4. The Shop Steward or Alternate, after notifying his/her supervisor prior to leaving job, shall be permitted to investigate, present and process grievances without loss of time or pay. Such time spent in handling grievances during the normal workday shall be considered working hours in computing daily and/or weekly overtime.
5. The Borough will be advised in writing of the names of the Shop Steward and Alternate who have been authorized to act on behalf of the Union. The Steward shall enjoy super Seniority for all purposes.

#### A R T I C L E   X X V I I I

##### VISITATION RIGHTS

A representative or representatives of the Union shall have access during working hours to all facilities, buildings, grounds and other places in which employees covered by this Agreement work for the purpose of adjusting grievances, negotiation and settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement.

The Union shall act reasonably in the exercise of this privilege.

#### A R T I C L E   X X I X

##### BULLETIN BOARDS

The Borough agrees to provide a suitable bulletin board for the exclusive use by the Union to post official notices relating to meetings and other Union affairs.

#### A R T I C L E   X X X

##### NON-DISCRIMINATION

Neither the Borough nor the Union will discriminate against any employee or those seeking employment because of race, creed, color, sex or national origin, nor because of membership or non-membership in any church, society or fraternity.

#### A R T I C L E   X X X I

##### POLYGRAPH TESTS

The Borough shall not require an employee or applicant for employment to take a polygraph or any other form of lie detector test.

A R T I C L E    X X X I I

OTHER CONDITIONS OF EMPLOYMENT

Truck Drivers and Equipment Operators shall continue present practices related to changing tires, fixing flats, lubrication of and changing the oil on any vehicle.

Employees shall not be required to perform work on contractor's equipment.

Volunteer Firemen shall be allowed to attend to emergency duties without loss of pay.

A R T I C L E    X X X I I I

MAINTENANCE OF STANDARDS

The agreed to minimum manning schedule is shown below:

Snow plowing	1 man per truck
Air Compressors	2 men
Leaf Vacuum Pickup	3 men in gang
Snow Loader	1 man
Snow Payloading	1 man
Sewer Cleaning Machine (Sewer Rodder)	3 men
Road Salter, Sander	2 men
Bucket Truck, when Bucket is being used	2 men
Snow plowing with 5 1/2 ton dump trucks	
shall be done in tandem.	

This minimum manning schedule shall be followed during normal working conditions. However, whenever breakdowns occur or a man is required to leave the job site, the remaining men shall do everything possible to continue work in a safe manner. Safety shall be determined by the foreman.

Meter Readers: Hazardous conditions should be inspected and reported to department head. Removal or correction of hazardous conditions must be ordered by the department head.

A R T I C L E    X X X I V

TERM OF AGREEMENT

- (A) Except as otherwise provided herein, this Agreement shall become effective January 1, 2006 and remain in full force and effect until midnight, December 31, 2009.


Negotiations for a successor Agreement will commence before the final date specified by the regulations of the Public Employment Relations Commission of New Jersey.

A R T I C L E    X X X V

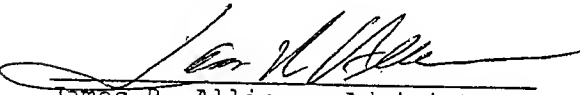
SEPARABILITY

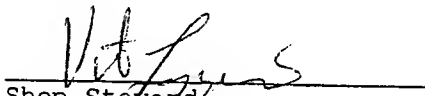
In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through Government regulations or decree, this entire Agreement shall not thereby be invalidated, but the effect thereof shall be limited to the provisions thus affected.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 24th day of July, 2006.

  
Ellwood R. Kerkeslager  
Mayor

  
President

  
James R. Allison, Administrator

  
Shop Steward  
Public Works

BOROUGH OF MADISON  
LOCAL UNION NO. 469

Affiliated with International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers of America